



Lee's Summit R-VII School District
Purchasing and Distribution Services
702 SE M-291 Highway
Lee's Summit, MO 64063
816-986-2190

April 6, 2020

HERFF JONES
 MOLLY BAKER
 2525 MIDPOINT DR
 EDWARDSVILLE KS 66111

SUBJECT: Contract Renewal

Bid/RFP # and Title	RFP No. 2017-06 Purchase of Middle School Yearbooks
Original Contract Term:	July 1, 2017 – June 30, 2018
Number of Renewals for Contract:	3

Dear Ms. Baker;

The current period on the contract referenced above is due to expire on June 30, 2020. There is a provision to renew this contract for an additional (1) one-year period. This renewal period shall be governed by the specifications, pricing, and the terms and conditions set forth per contract executed on July 14, 2017. I am inquiring to see if you would be interested in extending the contract for this additional period of time.


Please complete the appropriate section below indicating your response on renewing the contract no later than April 17, 2020. If pricing needs to be adjusted, please fill out the attached pricing sheet and include the manufacturer/supplier documentation that supports the price increase. The increase will be limited to the current Federal Price Index, "CPI-U, All Items" (Urban Consumers) index CPI rate.

Thanks for your consideration in this matter. If you have any questions, please feel free to contact me at 816.986.2210.

Sincerely,

Jennifer Lalumondier
 Purchasing and Distribution Services Administrative Assistant

- I agree to the renewal of RFP No. 2017-06 Purchase of Middle School Yearbooks for the period beginning July 1, 2020 to June 30, 2021. All terms and conditions of the original agreement will remain the same.
- I agree to the renewal of RFP No. 2017-06 Purchase of Middle School Yearbooks for the period beginning July 1, 2020 to June 30, 2021, but will require adjustments to the price that was included in the original contract. I have included the new price(s) along with the justification of the adjustment.
- No, I do not wish to renew the contract.



 Authorized Signature

April 6, 2020

 Date

Molly Baker - Yearbook Representative

 Title

*1,050 was the quantity used to get the unit price of \$14.75. Additional books would only cost \$9.00 each, so 1,200 (or 150 more) books would add \$1,350 to the total and take the unit price down to \$14.03 per book. The more books you order, the less each book costs!

You would receive a \$7.00 credit per book ordered below 1,050, so ordering 750 (or 300 fewer) books would give you a credit of (\$2,100) taking the unit price to \$17.85 per book.

Quantity can be adjusted through final page submission, and can be increased or decreased in any increments.

PLEASANT LEA MIDDLE SCHOOL

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
Yearbook, per specs listed in Section 3, with estimated 100 pages, no minimum pages. Estimated 1050 copies.	1050	\$ 14.75 PRICE INCLUDES DELIVERY	\$ 15,487.50
Price per Book over the contract number	1	\$ 9.00 per book	\$ * see right
Price for fewer copies per book under contract number	1	\$(7.00) credit per book	\$ *see right
Price per page over the contract number	1	\$ 75.00 per page	\$ 75.00 per page
Price for 8 extra pages	1	\$ 600 for 8 pages	\$ 600 for 8 pages
Reduction Price for less number of pages per contract	1	\$(75.00) per page	\$(75.00) per page
Price for Embossing	1	\$ 500.00 total	\$ 500.00 total
Price for Foil applications	1	\$ complimentary*	\$ complimentary*
Price for Individual Name Stamping	1	\$ 2.95 per book	\$ 2.95 per book (partial order can be stamped)
Price for Peel and Stick Autograph Pages Insert (not sewn)	1	\$ 0.50 each	\$ 0.50 each (supplement qty does not need to match yearbook order)
Price for World Beat, current trends	1	\$ included	\$ included
Cost to Print on End Sheets	1	\$ 500.00 total	\$ 500.00 total
Price for Correcting a Submitted Pg (schools mistake)	1	\$ 0.00	\$ 0.00
Penalty Price for late pages	1	\$ 0.00	\$ 0.00
Penalty Price for late proofs	1	\$ 0.00	\$ 0.00
Artist Charge per Hour beyond the 2 Hrs included	1	\$ 0.00	\$ 0.00
Grand Total		\$14.75 PRICE INCLUDES DELIVERY	\$ 15,487.50

*School can choose one cover enhancement such as foil or gloss UV for no additional charge.

Software used – Proprietary or Outside Program?	School has the choice of using InDesign or eDesign to create their yearbook. Please see pages 4-6 of the support material for more information on each of these options.
Are we able to use Pictavo?	I believe Pictavo is another printing company's proprietary software. Our award-winning software suite (eDesign, eBusiness and eShare) has all of the features that Pictavo has, but is complimented with personalized and in-person service and support. Please see the attached support material for more information about our software options, or contact Molly Baker for a preview demonstration.
Is there a credit for PDF submissions? If so how much?	If a school uses InDesign to create their yearbook, they can opt to submit PDF files instead of working files. PDF submission qualifies for a credit of \$5.00 per page.
When is the deadline for name stamping?	January 22, 2018
How many days allowed for proofs?	14 days
Do you provide free training for staff? If so, when?	See below (next page):



HERFF JONES

Molly Baker
7002 Marion St. - Shawnee, KS 66218
(913) 219-8984 - mabaker@herffjones.com

PRINTING AGREEMENT

Year(s) Covered: 2020 2021 2022 2023 2024
New Renewal

Date: 5/1/2018

Thank you for your commitment to Herff Jones!

Subject to the terms hereof, the Customer (school) named below hereby engages HERFF JONES, Inc., and Herff Jones agrees, to print and bind the specified publication during the Years Covered (specified above).

School Name: Pleasant Lea Middle School

Address: 630 Southwest Persels Road
City/State/Zip: Lees Summit, MO 64081
Job Number: 3519
Title/Publication:
Current Enrollment: 891

Specifications

Program: 800 All Color Concept
Trim Size: 8 1/2 X 11
Pages: 100
Copies: 1050
Submission Method: Web (eDesign)
Cover: Concept Custom Cover - 4/C Litho
Cover Proof 4-C (100% to size)

Correspond With

Name : Melissa Cunningham
Title: Yearbook Adviser
Address: 630 Sw Persels Road
City/State/Zip: Lees Summit, MO 64081-2810
Phone Number: 816-524-4730
Fax Number:
Email: melissa.cunningham@lsr7.net

Binding: Squarebacked

Endsheet: Concept Vibracolor Inked

Paper: 80# Gloss

Proofs: Self Proof (eDesign)

Send Invoice To

Name : Melissa Cunningham
Title: Yearbook Adviser
Address: 630 Sw Persels Road
City/State/Zip: Lees Summit, MO 64081-2810
Phone Number: 816-524-4730
Tax Exemption Number: 12585521
Pre-Payment Option Desired: Yes No

Base Price: \$15,487.50

Additional Features

School designed cover \$0.00
School can modify specifications (page/copy count) through 1/20/2020 \$0.00
In plant or online art session \$0.00

Printing Agreement Total: \$15,487.50

Shipping Information

Requested Book Ship Date: May 02, 2020
Ship Book To : Melissa Cunningham
Requested Kit Ship Date: April 27, 2019
Ship Kit To : Melissa Cunningham

2020 is the second of three renewals of RFP #2017-6 (Middle School Yearbooks). All terms outlined on Exhibit A apply for the duration of the agreement.

If Printing Agreement is for multiple years, annual increase to Printing Agreement Total not to exceed _____ for same specifications.

This agreement is subject to the terms shown on the reverse side and is binding on Herff Jones and the Customer for the Years Covered, subject to such terms.

Representative of Lee's Summit R-VII School District

Molly Baker
Representative, Herff Jones

YEARBOOK PRINT BY Presenting Herff Jones
Customer Number _____ Date Received _____

Terms and Conditions of This Yearbook Printing Agreement

This **Yearbook Printing Agreement** will be governed by Indiana law. The "Years Covered" by this **Yearbook Printing Agreement** are shown at the top of the facing page. The Base Specifications on the facing page apply to the publication for the first Year Covered and shall likewise apply to each Book(s) for each subsequent Year Covered, as applicable, unless modified specifications for subsequent years are agreed in writing (Modified Base Specifications"). Modified Base Specifications shall be conclusively authorized by **Customer** when signed only by an Authorized School Representative named on the facing page (or his or her successor). Base Specifications (or any Modified Base Specifications) shall only become final and binding upon **Herff Jones** upon written acceptance by the **Herff Jones** printing facility of such specifications (including price). **Herff Jones'** printing facility will determine shipment date upon confirmation of specifications for a Year Covered. For each Year Covered after the first year, the deadline for submission of Modified Specifications is October 1 of the prior school year. If **Customer** has not provided signed Modified Specifications by such date, the Base Specifications on the facing page shall apply to such Year Covered and **Herff Jones** shall print the Book(s) for such year on such basis. **Customer** agrees to prepare all copy in strict accordance with instructions and materials furnished by **Herff Jones**.

If this **Yearbook Printing Agreement** covers more than one (1) year, then, **Herff Jones** shall provide to **Customer** fifteen (15) additional copies of each year's Book free of charge for the term of the **Yearbook Printing Agreement**. If this **Yearbook Printing Agreement** covers more than one (1) year, **Customer** acknowledges that Herff Jones is relying upon **Customer's** commitment herein for the following: To purchase supplies of paper, ink, and cover manufacturing materials; To determine staffing levels based upon expected production demands and timelines, given known capacities; To make financial investments in its programs, processes and technology improvements.

Herff Jones will not be liable for losses or delays as a result of strikes, accidents, acts of God, government restrictions, or any other cause beyond its control and such delays shall not constitute a breach of contract.

Ship Date will be maintained as specified herein, provided that the **Submission Deadlines** approved and/or published by **Herff Jones** have been met as specified. **Ship Date** for subsequent years covered will remain in same week, adjusted for calendar date shift. All shipments are F.O.B. the printing facility, including extra copies should they be available.

For each year covered, **Customer** agrees to pay a first deposit equal to 40% of the total contract price at the time of the first copy deadline, and a second deposit equal to 50% of the total contract price at the time of the final copy deadline, bringing the total deposits to 90% of the contract price. All final invoices will be issued upon shipment of the books and are due upon receipt of the invoice. A service charge of 1.5% per month (18% annual percentage rate) will be applied on all unpaid balances after 90 days.

Customer represents and warrants that it has all necessary rights to any materials provided to **Herff Jones** for inclusion in **Customer's** Book(s). **Customer** will not provide any materials to **Herff Jones** which are or may be in violation of any right of any third party, including copyright. **Herff Jones** does not knowingly intend to print any material which is in violation of any copyright or proprietary rights, or is tortious or illegal. **Herff Jones** reserves the right to refuse to print or otherwise prepare for publication any material which, in its sole discretion, could result in legal liability, and such refusal shall not constitute a breach of contract. To the extent permitted by the laws of the state in which **Customer** is located (as identified herein), **Customer** agrees to indemnify, defend, and hold harmless **Herff Jones** and its agents or employees in connection with claims, suits, damages, losses, liabilities, costs and expenses, including attorneys' fees resulting from or arising out of printing of any material submitted to **Herff Jones** by **Customer** or its representative.

Customer acknowledges and agrees that **Herff Jones** may use reproduction, samples or copies of **Customer's** Book(s) for educational, recognition, marketing or other promotional purposes without compensation to **Customer**. Any future sales of the Book(s) or other uses of the Book(s) may be made by **Herff Jones** in its sole discretion and without any compensation to **Customer**.

If **Customer** elects to use **Herff Jones'** proprietary computer software (eDesign) to submit copy for the Book(s) to **Herff Jones** (the "eDesign System"), then **Customer** agrees as follows:

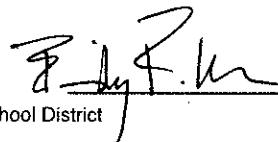
- Herff Jones** will provide **Customer** the eDesign System User Subscription Agreement and Privacy Agreement (the "eDesign Agreements");
- Customer's** acceptance of the eDesign Agreements creates a binding contract;
- any violation of the terms of the eDesign Agreements by **Customer** will constitute a default by **Customer** of the terms of this **Yearbook Printing Agreement**.

This **Yearbook Printing Agreement** and any amendments may be executed in one or more counterparts, all of which constitute one and the same instrument. Any such counterpart signature may be delivered by means of an application on a mobile device, attachment to electronic mail or other lawful electronic means and shall be treated in all respects as an original executed counterpart and shall have the same binding legal effect as if it were the original signed and delivered in person.

Initial below:



Yearbook Representative



Representative of Lee's Summit R-VII School District



HERFF JONES

Molly Baker
7002 Marion St. - Shawnee, KS 66218
(913) 219-8984 - mabaker@herffjones.com

PRINTING AGREEMENT

Year(s) Covered: 2021 2022 2023 2024 2025
 New Renewal

Date: 4/6/2020

Thank you for your commitment to Herff Jones!

Subject to the terms hereof, the Customer (school) named below hereby engages HERFF JONES, Inc., and Herff Jones agrees, to print and bind the specified publication during the Years Covered (specified above).

School Name: Pleasant Lea Middle School

Address: 630 Southwest Persels Road
City/State/Zip: Lees Summit, MO 64081
Job Number: 3519
Title/Publication:
Current Enrollment: 891

Specifications

Program: 800 All Color Concept
Trim Size: 8 1/2 X 11
Pages: 100
Copies: 1050
Submission Method: Web (eDesign)
Cover: Concept Custom Cover - 4/C Litho
Cover Proof 4-C (100% to size)

Correspond With

Name : Melissa Cunningham
Title: Yearbook Adviser
Address: 630 Sw Persels Road
City/State/Zip: Lees Summit, MO 64081-2810
Phone Number: 816-524-4730
Fax Number:
Email: melissa.cunningham@lsr7.net

Binding: Squarebacked
Endsheet: Concept Vibracolor Inked
Paper: 80# Gloss
Proofs: Self Proof (eDesign)

Send Invoice To

Name : Melissa Cunningham
Title: Yearbook Adviser
Address: 630 Sw Persels Road
City/State/Zip: Lees Summit, MO 64081-2810
Phone Number: 816-524-4730
Tax Exemption Number: 12585521
Pre-Payment Option Desired: Yes No

Base Price: \$15,487.50

Additional Features

In plant or online art session \$0.00
School can modify specifications (page/copy count) through 1/20/2021 \$0.00
School designed cover \$0.00

Shipping TBD: \$0.00

Printing Agreement Total: \$15,487.50

Shipping Information

Requested Book Ship Date: May 01, 2021
Ship Book To : Melissa Cunningham
Requested Kit Ship Date: April 25, 2020
Ship Kit To : Melissa Cunningham

2021 is the third of three renewals of RFP #2017-6 (Middle School Yearbooks). All terms outlined on Exhibit A apply for the duration of the agreement.

If Printing Agreement is for multiple years, annual increase to Printing Agreement Total not to exceed _____ for same specifications.

This agreement is subject to the terms shown on the reverse side and is binding on Herff Jones and the Customer for the Years Covered, subject to such terms.

YEARBOOK PLANT USE

Customer Number _____ Date Received _____

Representative of Lee's Summit R-VII School District

Molly Baker

Representing Herff Jones

Terms and Conditions of This Yearbook Printing Agreement

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If this **Yearbook Printing Agreement** covers more than one (1) year, then, **Herff Jones** shall provide to **Customer** fifteen (15) additional copies of each year's Book free of charge for the term of the **Yearbook Printing Agreement**. If this **Yearbook Printing Agreement** covers more than one (1) year, **Customer** acknowledges that Herff Jones is relying upon **Customer's** commitment herein for the following: To purchase supplies of paper, ink, and cover manufacturing materials; To determine staffing levels based upon expected production demands and timelines, given known capacities; To make financial investments in its programs, processes and technology improvements.

Herff Jones will not be liable for losses or delays as a result of strikes, accidents, acts of God, government restrictions, or any other cause beyond its control and such delays shall not constitute a breach of contract.

Ship Date will be maintained as specified herein, provided that the **Submission Deadlines** approved and/or published by **Herff Jones** have been met as specified. **Ship Date** for subsequent years covered will remain in same week, adjusted for calendar date shift. All shipments are F.O.B. the printing facility, including extra copies should they be available.

For each year covered, **Customer** agrees to pay a first deposit equal to 40% of the total contract price at the time of the first copy deadline, and a second deposit equal to 50% of the total contract price at the time of the final copy deadline, bringing the total deposits to 90% of the contract price. All final invoices will be issued upon shipment of the books and are due upon receipt of the invoice. *A service charge of 1.5% per month (18% annual percentage rate) will be applied on all unpaid balances after 90 days.*

Customer represents and warrants that it has all necessary rights to any materials provided to **Herff Jones** for inclusion in **Customer's** Book(s). **Customer** will not provide any materials to **Herff Jones** which are or may be in violation of any right of any third party, including copyright. **Herff Jones** does not knowingly intend to print any material which is in violation of any copyright or proprietary rights, or is tortious or illegal. **Herff Jones** reserves the right to refuse to print or otherwise prepare for publication any material which, in its sole discretion, could result in legal liability, and such refusal shall not constitute a breach of contract. To the extent permitted by the laws of the state in which **Customer** is located (as identified herein), **Customer** agrees to indemnify, defend, and hold harmless **Herff Jones** and its agents or employees in connection with claims, suits, damages, losses, liabilities, costs and expenses, including attorneys' fees resulting from or arising out of printing of any material submitted to **Herff Jones** by **Customer** or its representative.

Customer acknowledges and agrees that **Herff Jones** may use reproduction, samples or copies of Customer's Book(s) for educational, recognition, marketing or other promotional purposes without compensation to **Customer**. Any future sales of the Book(s) or other uses of the Book(s) may be made by **Herff Jones** in its sole discretion and without any compensation to **Customer**.

If **Customer** elects to use **Herff Jones'** proprietary computer software (eDesign) to submit copy for the Book(s) to **Herff Jones** (the "eDesign System"), then **Customer** agrees as follows:

- a) **Herff Jones** will provide **Customer** the eDesign System User Subscription Agreement and Privacy Agreement (the "eDesign Agreements");
- b) **Customer's** acceptance of the eDesign Agreements creates a binding contract;
- c) any violation of the terms of the eDesign Agreements by **Customer** will constitute a default by **Customer** of the terms of this **Yearbook Printing Agreement**.

This **Yearbook Printing Agreement** and any amendments may be executed in one or more counterparts, all of which constitute one and the same instrument. Any such counterpart signature may be delivered by means of an application on a mobile device, attachment to electronic mail or other lawful electronic means and shall be treated in all respects as an original executed counterpart and shall have the same binding legal effect as if it were the original signed and delivered in person.

Initial below:


Yearbook Representative

Representative of Lee's Summit R-VII School District